

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560949

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900533613

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Uncle Wally's LLC		02/17/2017	Limited Liability Company: NEW YORK
United Baking Co., Inc.		02/17/2017	Corporation: NEW YORK
Vision Enterprises LLC		02/17/2017	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Give and Go Prepared Foods Corp.
Street Address:	15 Marmac Drive, Unit 200
City:	Etobicoke, Ontario
State/Country:	CANADA
Postal Code:	M9W 1E7
Entity Type:	Corporation: CANADA
Name:	Give and Go Prepared Foods (U.S.A.) Corp.
Street Address:	15 Marmac Drive, Unit 200
City:	Etobicoke, Ontario
State/Country:	CANADA
Postal Code:	M9W 1E7
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5191705	THE BIG CRISPY
Registration Number:	5177065	UNCLE WALLY'S BAKE SHOPPE
Registration Number:	3104671	UNCLE WALLY'S
Registration Number:	4397913	COTTON CANDY MINI MUFFINS
Registration Number:	2402874	UNCLE WALLY'S
Registration Number:	3327505	BROWNIE CUPS
Registration Number:	3199566	SMART PORTION
Registration Number:	4092354	FUN MUFFINS
Registration Number:	4280905	ICE CREAM MINI MUFFINS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4177292	SWEET COUNTRY CORN MUFFINS

CORRESPONDENCE DATA

Fax Number: 3128966289

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2136876718

Email: sfifield@lockelord.com

Correspondent Name: Sean C. Fifield

Address Line 1: 111 S. Wacker Dr.

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	100034300001
NAME OF SUBMITTER:	SEan C. Fifield
SIGNATURE:	/scf/
DATE SIGNED:	02/07/2020

Total Attachments: 11

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of February 17, 2017, is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated January 12, 2017, (the "Purchase Agreement"), by and among (i) United Baking Co., Inc., a New York corporation ("United"), (ii) Uncle Wally's LLC, a New York limited liability company ("Uncle Wally's"), (iii) Vision Enterprises LLC, a New York limited liability company ("Vision" and, together with United and Uncle Wally's, each, "Seller Party" and, collectively, "Seller Parties"), (iv) Give and Go Prepared Foods (USA) Corp., a Delaware corporation ("US Buyer"), (v) Give and Go Prepared Foods Corp., a British Columbia corporation ("CDN Buyer" and, together with US Buyer, each, "Buyer Party" and, collectively, "Buyer Parties"), and (vi) the stockholders of United listed on the signature pages thereto. All terms and conditions of, and all representations, warranties, covenants and agreements relating to, the transactions contemplated by the Purchase Agreement are set forth in the Purchase Agreement. Capitalized terms not otherwise defined herein, as the context requires, shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer Parties and Seller Parties hereby covenant and agree as follows:

BILL OF SALE

1. Pursuant to Section 2.1(a) of the Purchase Agreement, each Seller Party does hereby sell, convey, assign, transfer and deliver to Buyer Parties all of such Seller Party's right, title and interest as of the Closing in, to and under the Purchased Assets, free and clear of all Liens other than Permitted Liens. Seller Parties will retain and not transfer, and Buyer Parties will not purchase or acquire, the Excluded Assets.

ASSIGNMENT AND ASSUMPTION AGREEMENT

2. Assignment and Assumption. Pursuant to Section 2.2(a) of the Purchase Agreement, each Seller Party does hereby assign, transfer, convey and deliver to Buyer Parties, forever, all of such Seller Party's right, title and interest in and to, and obligations under, the Assumed Liabilities (the "Assignment"), and Buyer Parties hereby accept the Assignment and assume and agree to observe and perform all of the duties, obligations, terms, provisions and covenants of, and to pay and discharge when due, all of the Assumed Liabilities.
3. Seller Parties' Representations. Seller Parties have full power and authority to enter into this Agreement and consummate the transactions contemplated hereby. This Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action of Seller Parties and this Agreement constitutes the legal, valid and binding obligation of Seller Parties, enforceable in accordance with its terms.

4. Buyer Parties' Representations. Buyer Parties have full power and authority to enter into this Agreement and consummate the transactions contemplated hereby. This Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action of Buyer Parties and this Agreement constitutes the legal, valid and binding obligation of Buyer Parties, enforceable in accordance with its terms.

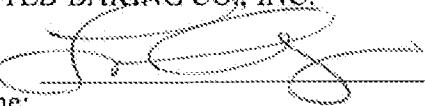
MISCELLANEOUS

5. Amendment. This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
6. Purchase Agreement Controlling. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Seller Parties or Buyer Parties contained in the Purchase Agreement.
7. Counterparts. The parties may execute this Agreement in counterparts (none of which need contain the signatures of the other parties), and via facsimile, all of which will be an original and all of which together will constitute one and the same instrument.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

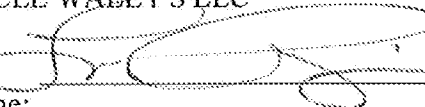
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SELLER PARTIES:

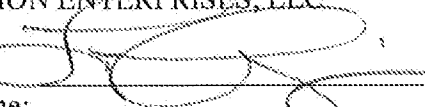
UNITED BAKING CO., INC.

By: 
Name: _____
Its: _____

UNCLE WALLY'S LLC

By: 
Name: _____
Its: _____

VISION ENTERPRISES, LLC

By: 
Name: _____
Its: _____

BUYER PARTIES:

GIVE AND GO PREPARED FOODS (USA)
CORP.

By: _____
Name: _____
Its: _____

GIVE AND GO PREPARED FOODS CORP.

By: _____
Name: _____
Its: _____

BUYER PARTIES:

GIVE AND GO PREPARED FOODS (USA)
CORP.

By: 

Name: Joel Flatt

Its: Chief Executive Officer

GIVE AND GO PREPARED FOODS CORP.

By: 

Name: Joel Flatt

Its: Chief Executive Officer

[Signature Page to Bill of Sale, Assignment and Assumption Agreement]

TRADEMARK
REEL: 006852 FRAME: 0608

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of January 12, 2017, by and among (i) United Baking Co., Inc., a New York corporation ("United"), (ii) Uncle Wally's LLC, a New York limited liability company ("Uncle Wally's"), (iii) Vision Enterprises LLC, a New York limited liability company ("Vision" and, together with United and Uncle Wally's, each a "Seller Party" and, collectively, the "Seller Parties"), (iv) Give and Go Prepared Foods (USA) Corp., a Delaware corporation ("US Buyer"), (v) Give and Go Prepared Foods Corp., a British Columbia corporation ("CDN Buyer" and, together with US Buyer, each, a "Buyer Party" and, collectively, "Buyer Parties") and (vi) the stockholders of United listed on Exhibit A hereto (collectively, the "Stockholders"). Seller Parties, the Stockholders and Buyer Parties are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties."

WHEREAS, Seller Parties are engaged in the businesses of developing, producing, marketing, distributing and selling (a) muffins, (b) Fiber One™ wraps, and (c) cookies under the Uncle Wally's "Crispy Cookies" and THE BIG CRISPY™ cookies brands; in each case into the in-store retail bakery, discount, convenience, online, grocery, co-packing (whether branded, co-packed, licensed or private label) and/or food service channels (the "Business"); and

WHEREAS, subject to the terms and conditions set forth herein, Buyer Parties desire to purchase from Seller Parties and Seller Parties desire to sell to Buyer Parties, all of the Purchased Assets, together with the Assumed Liabilities; and

WHEREAS, the Parties desire to make certain representations, warranties, covenants and agreements.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, mutual covenants, agreements and understandings contained herein and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I CERTAIN DEFINITIONS

Section 1.1 Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

"Acquisition Proposal" means, other than the transactions contemplated by this Agreement, any agreement, offer, proposal or inquiry (whether written or oral) relating to, or any Person's indication of interest in, one or more transactions involving (i) the sale, license, disposition or acquisition of all or a material portion of the Business; (ii) the issuance, sale, disposition or acquisition of equity interests of any Seller Party representing 5% or more of such Seller Party's outstanding equity interests; or (iii) any merger, consolidation, business combination, reorganization, interest or share exchange or similar transaction involving United.

"Adjustment Escrow Amount" means \$500,000 together with all products and proceeds thereof, including all interest, dividends, gains and other income.

"Owned Real Property" means all land, together with all buildings, structures, improvements and fixtures located thereon, and all easements and other rights and interests appurtenant thereto, owned by Seller Parties, including (1) the land located in Shirley, Town of Brookhaven, Suffolk County, New York and designated on the Suffolk County Land and Tax Map as District 0200, Section 584.00, Block 01.00, Lot 004.021, commonly known as 41 Natcon Drive, Shirley, New York and more particularly described on Schedule 1.1(b) attached hereto and forming a part hereof, which Land is owned in fee by the IDA and leased to Seller Parties pursuant to the IDA Lease as of the date hereof, but will be owned in indefeasible fee simple title by Seller Parties as of immediately prior to the Closing, subject to Section 2.8; (2) all buildings and improvements situated thereon; (3) all right, title and interest of Seller Parties in and to any land lying in the bed of any highway, street, road or avenue, open or proposed adjoining thereto; and (4) all right, title and interest of Seller Parties in and to all easements, tenements, hereditaments, privileges and appurtenances in any way belonging thereto; provided, however, that the Vacant Land shall be excluded from the definition of Owned Real Property.

"Permitted Liens" means (a) those items set forth in Schedule 3.12(a); (b) Liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures and for which appropriate reserves have been established in accordance with GAAP; (c) mechanics, carriers', workmen's, repairmen's liens arising or incurred in the Ordinary Course of Business and being contested in good faith by appropriate procedures and for which appropriate reserves have been established in accordance with GAAP; (d) easements, rights of way, zoning ordinances and other similar encumbrances affecting Owned Real Property that do not, individually or in the aggregate, materially impair the ownership or use of such Owned Real Property; or (e) other imperfections of title, if any, that do not, individually or in the aggregate, materially impair the continued ownership, use or operation of the Purchased Assets to which they relate and do not affect the merchantability of the title to the Purchased Assets to which they relate.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or governmental entity (whether federal, state, county, city or otherwise and including any instrumentality, division, agency or department thereof).

"Proprietary Rights" means all intellectual property or proprietary rights in any jurisdiction throughout the world, including (i) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, extension or reexamination thereof; (ii) trademarks, trade names, corporate names, service marks, trade dress, logos and slogans, together with all goodwill associated therewith, and all translations, adaptations, derivations and combinations of the foregoing; (iii) copyrights and copyrightable or copyrighted works; (iv) Internet domain names; (v) all registrations, applications and renewals for any of the foregoing; (vi) trade secrets and other Confidential Information, including ideas, inventions, formulae, recipes, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, financial and marketing plans, technical data and manuals, and customer and supplier lists and information; (vii) computer software (including data, databases, related documentation, source code and executable code; (viii) rights of publicity and other commercial rights to a personal name; and (ix) all other intellectual property, intangible properties and similar rights.

<u>Term</u>	<u>Article/Section</u>
Seller Straddle Period Taxes	9.7(c)
Seller's Allocation	2.5
Straddle Period	9.7(c)
Transferred Employees	9.3(a)
US Buyer	Preamble
WARN Act	3.18(d)

**ARTICLE II
PURCHASE AND SALE OF PURCHASED ASSETS**

Section 2.1 Basic Transaction.

(a) Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer Parties shall purchase, acquire and take possession and delivery of from Seller Parties, and Seller Parties shall (or shall cause its respective applicable Subsidiaries to) sell, convey, assign, transfer and deliver to Buyer Parties, free and clear of all Liens (other than Permitted Liens), all assets, properties, rights, titles and interests of every kind and nature owned, licensed or leased by Seller Parties and each of their respective Subsidiaries (including indirect and other forms of beneficial ownership) as of the Closing that are primarily used in or primarily associated with the Business (except for the Excluded Assets), whether tangible or intangible, real or personal and wherever located and by whomever possessed (all of the assets to be sold, conveyed, assigned, transferred and delivered to Buyer Parties hereunder are herein called the "Purchased Assets"), including the following:

(i) all notes and accounts receivable whether current or non-current that are primarily associated with the Business;

(ii) all promotional allowances and vendor rebates and similar items that are primarily associated with the Business, including (A) the workers' compensation rebate from Utica National Insurance Group (the "Utica Rebate"), and (B) the vendor rebate from Precision Packaging (the "PP Rebate");

(iii) all finished goods inventories, raw materials, packaging materials, work in process, consigned goods and finished goods (including warehoused inventories and inventories covered by purchase orders), wherever located, including consignment inventory and inventory on order for or in transit to or from Seller Parties and their respective Subsidiaries that are primarily used in or primarily associated with the Business (collectively, the "Inventory");

(iv) all right, title, and interest in and to Proprietary Rights owned by, issued to, licensed or used by Seller Parties that are primarily used in or primarily associated with the Business (including any and all rights in the "Uncle Wally's" and "Uncle Wally's Bake Shoppe" trademarks and all recipes used in the Business), along with all interest in income, royalties, damages and payments accrued, due or payable to Seller Parties and their respective Subsidiaries as of the Closing or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past

infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world and all copies and tangible embodiments of any such Proprietary Rights (in whatever form or medium); in each case including the items set forth on Schedule 3.15 (collectively, the "Business Proprietary Rights");

(v) all agreements, contracts, Leases (including the right to all security deposits and other amounts deposited by or on behalf of Seller Parties thereunder) or other binding arrangements of Seller Parties or any of their Subsidiaries that are primarily used in or primarily associated with the Business, including those set forth on Schedule 2.1(a)(v) (collectively, the "Assumed Contracts");

(vi) all Owned Real Property of Seller Parties and any Real Property interests of their respective Subsidiaries to the extent primarily related to the Business;

(vii) all leasehold improvements and all machinery, equipment (including all vehicles, testing equipment and office equipment), fixtures, trade fixtures, computers and related software, and furniture located in any building, office or other space leased, owned or occupied by Seller Parties and their respective Subsidiaries or in any warehouse or other storage facility where any of the properties or assets of Seller Parties or their respective Subsidiaries may be located, in each case, that are primarily used in or primarily associated with the Business;

(viii) all office supplies, production supplies and other supplies, spare parts, other miscellaneous supplies and other tangible property of any kind located in any building, office or other space leased, owned or occupied by Seller Parties and their respective Subsidiaries or in any warehouse or other storage facility where any of the properties and assets of Seller Parties and their respective Subsidiaries may be located, in each case, that are primarily used in or primarily associated with the Business;

(ix) all prepayments and prepaid expenses, employee advances and cash and security deposits that are primarily associated with the Business, other than prepaid income Taxes;

(x) all claims, refunds, credits, causes of action, choses in action, rights of recovery and rights of set-off of any kind that are primarily associated with the Business, including (A) the Utica Rebate and (B) the PP Rebate, but excluding (C) any refunds of Taxes paid by the Seller Parties or its Affiliates;

(xi) the right to receive and retain mail, payments of receivables and other communications that are primarily used in or primarily associated with the Business;

(xii) the right to bill and receive payment for products shipped or delivered and/or services performed but unbilled or unpaid as of the Closing that are primarily associated with the Business;

(xiii) all lists, records and other information pertaining to accounts and referral sources that are primarily used in or primarily associated with the Business; all lists, records and other information pertaining to suppliers and customers; and all drawings, reports,

SCHEDULE 3.15(a)

Proprietary Rights

See attached trademark report dated as of the date hereof listing the Business Proprietary Rights owned by Seller Parties. Seller Parties from time to time, abandon proprietary rights and/or apply for the registration of certain other proprietary rights in the Ordinary Course of Business.

All of the computer software used by the Seller Parties is commercially available off-the-shelf software used solely for internal use by the Seller Parties; provided, however, prior to the Closing, the license relating to such software may also allow Cookies United LLC and C U Properties LLC to use such software in connection with the Excluded Business.

Trademarks

Client Matter	Country	Sub Case	Case Type	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date	Action needed
1268-70	US		ORD	THE BIG CRISPY	Allowed	86/521111	02-Feb-2015			Statement of Use due February 23, 2017. Trademark Counsel authorized to file on or before February 17, 2017
1268-73	US		ORD	UNCLE WALLY'S BAKE SHOPPE	Allowed	85/555754	08-Jun-2015			Statement of Use due January 19, 2017. Extensions are available.
1268-12	US		ORD	UNCLE WALLY'S logo	Registered	75/711166	20-May-1999	2402874	07-Nov-2000	Renewal due November 7, 2020.
1268-15	US		ORD	SMART PORTION	Registered	79/547847	14-Jan-2005	3199566	16-Jan-2007	Renewal due July 16, 2017.
1268-26	US		ORD	BROWNIE CUPS	Registered	79/837676	15-Mar-2005	3327505	30-Oct-2007	Renewal due October 30, 2017. An extension up until April 30, 2018 is available.
1268-3	CA	CA-2	ORD	UNCLE WALLY'S	Registered	1471485	02-Mar-2010	872872	07-Mar-2014	Renewal due March 7, 2023.
1268-3	MX	MX	ORD	UNCLE WALLY'S	Registered	647346	17-Mar-2004	867608	22-Feb-2005	Renewal due March 17, 2024.
1268-3	US		ORD	UNCLE WALLY'S	Registered	79/301336	17-Sep-2003	3104671	13-Jun-2006	Renewal due June 13, 2026.
1268-55	US		ORD	FUN MUFFINS	Registered	85/295404	14-Apr-2011	4092354	24-Jan-2012	Declaration of Continued Use due January 24, 2018.
1268-57	US		ORD	ICE CREAM MINI MUFFINS	Registered	85/366218	08-Jul-2011	4280905	22-Jan-2013	Declaration of Continued Use due January 22, 2019.
1268-58	US		ORD	COTTON CANDY MINI MUFFINS	Registered	85/366224	08-Jul-2011	4397913	03-Sep-2013	Declaration of Continued Use due September 3, 2019.
1268-59	US		ORD	SWEET COUNTRY CORN MUFFINS	Registered	85/387352	02-Aug-2011	4177292	17-Jul-2012	Declaration of Continued Use due July 17, 2018.
1268-71	US		ORD	COOKIES UNITED ALWAYS FRESH	Registered	86/585661	02-Apr-2015	5046403	20-Sep-2016	Declaration of Continued Use due September 20, 2022.